



#5

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Denz, et al.

Group Art Unit:

Serial No.: 10/028,473

Filed: December 28, 2001

Docket:

50001.2070

For: METHODS AND SYSTEM FOR DATA PACKET FILTERING USING TREE-LIKE HIERARCHY

**PETITION UNDER 37 C.F.R. 1.47(a) -
INVENTOR REFUSES TO SIGN**

In connection with the above reference application, Applicant submits this Petition under 37 C.F.R. 1.47(a) for the purpose of proceeding without the signature of joint inventor Vishnu Natchu and would show as follows:

Joint inventor, Vishnu Natchu, has not responded to Federal Express packages sent to him, Certified Mail packages sent to him, telephone messages left for him, and email messages sent to him. His last known employer is Caspian Networks, 170 Baytech Drive, San Jose, California 95134-2302, telephone 408-382-5307, which contact has been attempted.

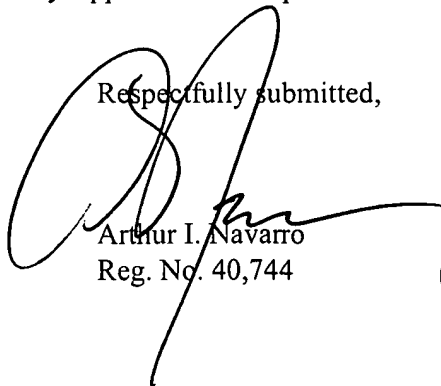
In support of Applicant's 1.47(a) Petition, Applicant submits the following

1. Affidavit of William D. Kolb, Legal Counsel and Assistant Secretary for Applicant, Ericsson Inc., including Exhibit A.
2. Affidavit of Mary Bense, paralegal of Arthur I. Navarro, attorney of record in the above application, including, Exhibits A-E.

As such, Applicant has made diligent efforts to reach inventor Natchu as shown by the pertinent facts set forth above and the accompanying affidavits and exhibits and respectfully requests that the Declaration submitted by Applicant be accepted without inventor Natchu's signature.

12/19/2003 AKELLEY 00000005 500530 10028473
01 FC:1460 130.00 CH

Respectfully submitted,



Arthur I. Navarro
Reg. No. 40,744

RECEIVED

NOV 26 2002

OFFICE OF PETITIONS

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Denz, et al.

Serial No.: 10/028,473

Filed: December 28, 2001

For: METHODS AND SYSTEM FOR DATA PACKET FILTERING USING TREE-LIKE HIERARCHY

Group Art Unit:

Docket: 50001.2070



DECLARATION OF MARY BENSEL

- I. I, Mary BenseL, residing at Garland, Texas, make this Declaration in support of the Petition and Statement of Facts under 37 CFR 1.47(a) filed in connection with the above-referenced patent application.
- II. At the time of filing the above-referenced patent application, I was and continue to be employed by Godwin Gruber, P.C., as a paralegal working directly with Arthur I. Navarro, an attorney who serves as outside counsel for Ericsson Inc.
- III. On March 28, 2002, I was advised by Ericsson Inc., that Mr. Natchu had not returned the Declaration and Assignment to them that had been Federal Expressed to him for signature in January 2002. Further, I was advised that Mr. Natchu had not responded to Ericsson's several email and voice mail messages inquiring as to the whereabouts of the signed documents. (See Exhibit A attached)
- IV. On April 5, 2002, April 20, 2002, May 30, 2002, and June 13, 2002, I telephoned Mr. Natchu to request a response and status, and requested that he sign and return the Declaration and Assignment that had been sent to him. To date no response has been received from Mr. Natchu. (See Exhibit B attached)
- V. On May 29, 2002, I requested current contact information from Ericsson Inc. for Mr. Natchu to ensure that contact was being attempted at the correct location. Contact information was received and confirmed correct by Ericsson Inc. on May 30, 2002. (See Exhibit C attached)
- VI. On June 13, 2002, I emailed Mr. Natchu and requested that he immediately contact me to arrange to sign the Declaration and Assignment in connection with this matter. To date no response has been received from Mr. Natchu. (See Exhibit D attached)
- VII. On June 22, 2002, two Certified U.S. Mail packages were sent to Mr. Natchu; the first,

DECLARATION OF MARY BENSEL

Article No. 70001530000099189107, requested restricted delivery by the U.S. Postal Service to Mr. Natchu, and the second, Article No. 70001530000099189091, requested delivery by the U.S. Postal Service to anyone at Mr. Natchu's place of business. Both packages contained the Declaration and Assignment prepared for his signature in connection with this matter, as well as a copy of Application Serial No. 10/028,473, for his review. Signature cards for both packages have been returned to the undersigned by the U.S. Postal Service, and indicate that Article No. 70001530000099189091 was received, and signed for, by Vishnu Natchu. To date no response has been received from Mr. Natchu. (See Exhibit E attached)

I hereby declare that all statements made herein of my knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date:

July 27, 2002

By:

Mary Bense

Mary Bense

Title: Paralegal to

Arthur I Navarro,
Attorney of Record

Mary Bensel - RE: P12692 (our 50001.2070)

From: "Pam Ewing (EUS)" <Pam.Ewing@aml.ericsson.se>
To: "Maryb@godwingruber.com" <Maryb@godwingruber.com>
Date: 3/28/02 2:37 PM
Subject: RE: P12692 (our 50001.2070)

Hi Mary,

This is a problem case. Vishnu left Ericsson. I was able to contact him via email and requested that he sign the documents. He said no problem. However I sent the documents on 1/28/02 via Fedex. I have been contacted him via email and phone and have not had any luck. Unfortunately, I sent him the original document which had been signed by the other 2 inventors. I have documentation showing that I have tried to contact if this helps. Please let me know what I need to do.

Regards,

Pam



Pam,

I send the DEC/POA to you for signature by a third inventor, Vishnu Natchu, on January 10. We need to file this today. Have you received it back signed?

Let me know, and I'll send a courier to pick it up.

Thanks,
Mary

 Mary Bensel
 Paralegal
 Godwin Gruber, P.C.
 Telephone: 214.939.8657
 Facsimile: 214-760-7332
 mbensel@godwingruber.com
 *****NOTE*****

This Email is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. The information contained in this Email is intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone (Collect)(214-939-4400), and destroy the original message. Thank You.

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EXHIBIT A

Mary Bensel - RE: P12692 (our 50001.2070)

From: "Pam Ewing (EUS)" <Pam.Ewing@am1.ericsson.se>
 To: "'Maryb@godwingruber.com'" <Maryb@godwingruber.com>
 Date: 4/5/02 7:18 AM
 Subject: RE: P12692 (our 50001.2070)

Hi Mary,

Any news on what we need to do about this case?

Regards,

Pam Ewing
 Ericsson Legal Department
 Mailstop EVW2-C-1

4-5-02 left msg. for Natchu
 10:20 am. (MB)

-----Original Message-----

From: Pam Ewing (EUS)
 Sent: Thursday, March 28, 2002 2:36 PM
 To: 'Maryb@godwingruber.com'
 Subject: RE: P12692 (our 50001.2070)

Hi Mary,

This is a problem case. Vishnu left Ericsson. I was able to contact him via email and requested that he sign the documents. He said no problem. However I sent the documents on 1/28/02 via Fedex. I have been contacted him via email and phone and have not had any luck. Unfortunately, I sent him the original document which had been signed by the other 2 inventors. I have documentation showing that I have tried to contact if this helps. Please let me know what I need to do.

Regards,

Pam

Pam,

I send the DEC/POA to you for signature by a third inventor, Vishnu Natchu, on January 10. We need to file this today. Have you received it back signed?

Let me know, and I'll send a courier to pick it up.

Thanks,
 Mary

 Mary Bensel
 Paralegal
 Godwin Gruber, P.C.
 Telephone: 214-939-8657
 Facsimile: 214-760-7332
 mbensel@godwingruber.com.
 *****NOTE*****

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Mary Bensel - RE: P12692 (our 50001.2070)

5/30 left message 11:15 am

From: "Pam Ewing (EUS)" <Pam.Ewing@aml.ericsson.se>
 To: "Mary Bensel" <Maryb@godwingruber.com>
 Date: 05/30/2002 8:53 AM
 Subject: RE: P12692 (our 50001.2070)

Hi Mary,

Here is the contact information that I received from Vishnu in January.

Vishnu Natchu
 Caspian Networks
 170 Baytech Drive
 San Jose, CA 95134-2302
 408-382-5307 (phone)
vnatchu@yahoo.com

I contacted him in January and sent the documents to him via Federal Express. He has never returned the documents to me or returned in emails or phone calls.

Please let me know if I can help you further.

Regards,

Pam Ewing
 Ericsson Legal Department
 Mailstop EVW2-C-1

-----Original Message-----

From: Mary Bensel [mailto:Maryb@godwingruber.com]
 Sent: Wednesday, May 29, 2002 5:35 PM
 To: Pam.Ewing@aml.ericsson.se
 Subject: RE: P12692 (our 50001.2070)

Hi Pam,

I'm getting ready to get this matter wrapped up, and wondered if you could find out if you have an employment agreement in your files for Vishnu Natchu, who left Ericsson. I'm preparing a petition and statement of facts, and will need it as an exhibit for filing with the PTO. Could you see if you have something available, please?

Also, you had said that you had been able to contact Vishnu back in January. Do you still have his address, phone number, or email address? I thought I'd make one more stab at trying to get ahold of him and getting him to sign this.

Thanks so much for your help.

Best regards,
 Mary

 Mary Bensel
 Paralegal
 Godwin Gruber, P.C.
 Telephone: 214.939.8657
 Facsimile: 214-760-7332
mbensel@godwingruber.com
 *****NOTE*****

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Mary Bensel - Assignment and declaration

From: Mary Bensel
 To: vnatchu@yahoo.com
 Date: 06/13/2002 5:30 PM
 Subject: Assignment and declaration

Mr. Natchu,

We have attempted to contact you several times over the past several months with no success. It is imperative that you contact us so that we may make arrangements to timely file documents with the U.S. Patent and Trademark Office for our client, Ericsson Inc. Would you please email me to let me know whether or not we can expect to receive your signature on the assignments and declaration/powers of attorney attached? Please note that I will need to know your home address, including county, and your country of citizenship, for filing with the USPTO. If you will email me back and let me know that these documents are coming, I will make arrangements for you to use our Federal Express account so you will not incur any expense.

Please take a moment to email me back to let me know if we may expect to receive these back from you executed and ready for filing.

Thank you in advance for your response.

Sincerely,
 Mary Bensel

Mary Bensel
 Paralegal
 Godwin Gruber, P.C.
 Telephone: 214-939-8657
 Facsimile: 214-760-7332
mbensel@godwingruber.com

*****NOTE*****

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6/13 Left message
 5 pm. (#3
 Pacific Time)
 MB

Mary Bensel - RE: P12692 (our 50001.2070)

5/30 left message 11:15 am

From: "Pam Ewing (EUS)" <Pam.Ewing@aml.ericsson.se>
 To: "Mary Bensel" <Maryb@godwingruber.com>
 Date: 05/30/2002 8:53 AM
 Subject: RE: P12692 (our 50001.2070)

Hi Mary,

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 Caspian Networks
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vnatchu@yahoo.com

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Please let me know if I can help you further.

Regards,

Pam Ewing
 Ericsson Legal Department
 Mailstop EVW2-C-1

-----Original Message-----

From: Mary Bensel [mailto:Maryb@godwingruber.com]
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 To: Pam.Ewing@aml.ericsson.se
 Subject: RE: P12692 (our 50001.2070)

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Thanks so much for your help.

Best regards,
 Mary

 Mary Bensel
 Paralegal
 Godwin Gruber, P.C.
 Telephone: 214.939.8657
 Facsimile: 214-760-7332
mbensel@godwingruber.com
 *****NOTE*****

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 Email Virus Scanning Service by www.infinet1.com

EXHIBIT C

Mary Bensel - Assignment and declaration

From: Mary Bensel
To: vnatchu@yahoo.com
Date: 06/13/2002 5:30 PM
Subject: Assignment and declaration

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We have attempted to contact you several times over the past several months with no success. It is imperative that you contact us so that we may make arrangements to timely file documents with the U.S. Patent and Trademark Office for our client, Ericsson Inc. Would you please email me to let me know whether or not we can expect to receive your signature on the assignments and declaration/powers of attorney attached? Please note that I will need to know your home address, including county, and your country of citizenship, for filing with the USPTO. If you will email me back and let me know that these documents are coming, I will make arrangements for you to use our Federal Express account so you will not incur any expense.

Please take a moment to email me back to let me know if we may expect to receive these back from you executed and ready for filing.

Thank you in advance for your response.

Sincerely,
Mary Bensel

Mary Bensel
Paralegal
Godwin Gruber, P.C.
Telephone: 214.939.8657
Facsimile: 214-760-7332
mbensel@godwingruberg.com
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613 Left message
5 pm. (#3
Pacific Time)
MB

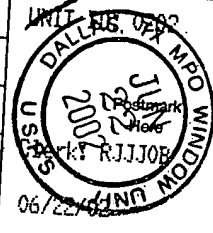
EXHIBIT D

7000 1530 0000 9918 9091

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$ 1.95
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.55



Send To
Vishnu Natchu Caspian Networks
 Street, Apt. #, or PO Box No.
170 Baytech Dr.
 City, State, ZIP+4
San Jose, CA 95134-2302
 PS Form 3800, May 2000 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Mr. Vishnu Natchu
 Caspian Networks
 170 Baytech Drive
 San Jose, CA 95134-2302

2. Article Number (Copy from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **VISHVU NATCHU** B. Date of Delivery
 C. Signature *[Signature]*
☐ Agent
☐ Addressee
 Is delivery address different from item 1? ☐ Yes
 YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

70001530000099189091

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

EXHIBIT E

MARY M. BENSEL
Paralegal
Direct Dial: 214.939.8657
mbensel@godwingruber.com

Attorneys
A Professional Corporation
Renaissance Tower
1201 Elm Street, Suite 1700
Dallas, Texas 75270
214.939.4400
214.760.7332 Fax

June 22, 2002

godwingruber.com

Mr. Vishnu Natchu
Caspian Networks
170 Baytech Drive
San Jose, California 95134-2302

VIA CERTIFIED MAIL NO. 70001530000099189091

Re: Patent Application for "Methods and System for Data Packet Filtering Using Tree-Like Hierarchy"
Serial No.: 10/028,473
Filing Date: December 28, 2001
Our File No. 50001.2070

Dear Mr. Natchu:

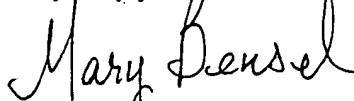
Enclosed please find copies of the patent application referenced above. This application was filed with the U.S. Patent and Trademark Office on January 2, 2002. This copy is provided for your review. Also enclosed are the following documents, which have been prepared for your signature in connection with the filing of this application:

1. Declaration and Power of Attorney; and
2. Assignment.

Please sign the enclosed documents where tabbed. Also enclosed is a return, postage-paid envelope to expedite the return of the signed documents to us. As you may recall from my email to you of June 13, 2002, it is important that we hear from you soon as possible so that we may make arrangements to timely file the necessary paperwork to complete the recordation of this application with the U.S. Patent and Trademark Office. The enclosed documents are a necessary part of that paperwork. Therefore, we would appreciate hearing back from you as soon as possible.

Please contact me if you have questions or comments, or if we may assist you in any way to complete the enclosed. Thank you for your assistance and cooperation in this matter.

Very truly yours,


Mary Benschel

mb
Enclosures
cc: Mr. John Han, Ericsson Inc.

ASSIGNMENT

WHEREAS, I, the undersigned inventor (or one of the undersigned joint inventors), of residence as listed, having invented certain new and useful improvements as below entitled, for which application for United States Letters Patent is made, the said application having been executed on the date set forth below; and

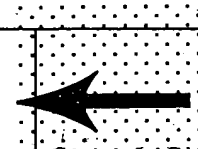
WHEREAS, ERICSSON INC., a corporation organized and existing under the laws of the State of Delaware, with its principal office at 740 East Campbell Road, Richardson, Texas 75081, is desirous of acquiring my entire right, title and interest in and to the said invention, and to the said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell and assign to the said ERICSSON INC., its successors and assigns, my entire right, title and interest in and to the said invention and in to the said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, and extensions thereof, and I hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patent resulting therefrom, insofar as my interest is concerned, to the said ERICSSON INC., as assignee of my entire right, title and interest.

I also hereby sell and assign to ERICSSON INC., its successors and assigns, my foreign rights to the invention disclosed in said application, in all countries of the world, including the right to file applications and obtain patents under the terms of the International Convention for the Protection of Industrial Property, and of the European Patent Convention, and further agree to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights.

I hereby further agree that I will communicate to said ERICSSON INC., or to its successors, assigns, and legal representatives, any facts known to me respecting said invention, and at the expense of said assignee company, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue and substitute applications, make all lawful oaths, and generally do everything possible to aid said ERICSSON INC., its successors, assigns and nominees to obtain and enforce proper patent protection for said invention in all countries.

IN WITNESS WHEREOF, I hereunto set hand and seal this day and year;

TITLE OF INVENTION	METHODS AND SYSTEM FOR DATA PACKET FILTERING USING TREE-LIKE HIERARCHY		
SIGNATURE OF INVENTOR AND NAME	Peter R. Denz	Vishnu Natchu	 Steven L. Blake
DATE			
RESIDENCE (City, County, State)	Cary, Wake, North Carolina		Cary, Wake, North Carolina
DATE APPLICATION EXECUTED			

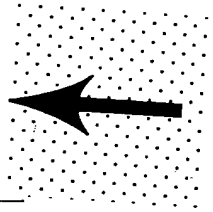
After recording return Assignment to:

Godwin Gruber, P.C.
Renaissance Tower
1201 Elm Street, Suite 1700
Dallas, Texas 75270-2084

State of _____ §
County of _____ §

This Assignment was acknowledged before me on the _____ day of _____, 2002, by
Vishnu Natchu.

Given under my hand and official seal.



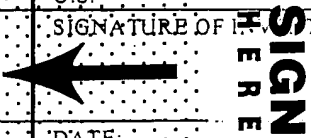
Notary Public

My Commission Expires _____

APPLICATION FOR UNITED STATES PATENT**DECLARATION AND POWER OF ATTORNEY**

As a below named inventor, I declare that my residence, post office address and citizenship are as stated below next to my name; that I verily believe that I am the original, first and sole inventor if only one name is listed below, or an original, first and joint inventor if plural inventors are named below, of the subject matter which is claimed and for which a patent is sought on the invention entitled as set forth below, which is described in the attached specification; that I have reviewed and understand the contents of the specification, including the claims, as amended by any amendment specifically referred to in the oath or declaration; that no application for patent or inventor's certificate on this invention has been filed by me or my legal representatives or assigns in any country foreign to the United States of America; and that I acknowledge my duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, section 1.56(a);

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

TITLE OF INVENTION:		
METHODS AND SYSTEM FOR DATA PACKET FILTERING USING TREE-LIKE HIERARCHY		
POWER OF ATTORNEY: I HEREBY APPOINT THE FOLLOWING ATTORNEYS TO PROSECUTE THIS APPLICATION AND TRANSACT ALL BUSINESS IN THE PATENT AND TRADEMARK OFFICE CONNECTED THEREWITH		
Arthur I. Navarro, Reg. No. 40,744 Gary C. Honeycutt, Reg. No. 20,250		Michael T. Konczal, Reg. No. 45,475
SEND CORRESPONDENCE TO: Arthur I. Navarro Godwin Gruber, P.C. 801 E. Campbell Rd., Suite 655 Richardson, Texas 75081		DIRECT TELEPHONE CALLS TO: Arthur I. Navarro (972) 331-1300
NAME OF INVENTOR: (1)	NAME OF INVENTOR: (2)	NAME OF INVENTOR: (3)
Peter R. Denz	Vishnu Natchu	Steven L. Blake
RESIDENCE (City and State Only)	RESIDENCE	RESIDENCE (City and State Only)
Cary, North Carolina		Cary, North Carolina
POST OFFICE ADDRESS	POST OFFICE ADDRESS	POST OFFICE ADDRESS
1409 Rock Creek Lane Cary, North Carolina 27511		107 Escher Lane Cary, North Carolina 27511
COUNTRY OF CITIZENSHIP:	COUNTRY OF CITIZENSHIP:	COUNTRY OF CITIZENSHIP:
U.S.		U.S.
SIGNATURE OF INVENTOR:	SIGNATURE OF INVENTOR:	SIGNATURE OF INVENTOR:
		
DATE:	DATE:	DATE:

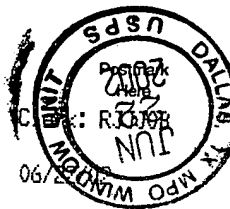
U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

7000 1530 0000 9918 9107

Postage	\$ 1.95
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	3.20
Total Postage & Fees	\$ 8.75

UNIT ID: 0202



Sent To
 Vishnu Natchu c/o Caspian Networks
 Street, Apt. No., or PO Box No.
 170 Baytech Dr.
 City, State, ZIP+4
 San Jose, CA 95134-2302
 PS Form 3800, May 2000

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Mr. Vishnu Natchu
 Caspian Networks
 170 Baytech Drive
 San Jose, CA 95134-2302

**RESTRICTED
 DELIVERY**

2. Article Number (Copy from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature
 X ☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

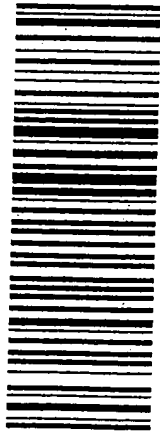
3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☒ Yes

70001530000099189107

PLACE STICKER AT TOP OF ENVELOPE
TO THE RIGHT OF RETURN ADDRESS.
FOLD AT DOTTED LINE

CERTIFIED MAIL



7000 1530 0000 9918 9107
7000 1530 0000 9918 9107

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To
Vishnu Natchu C/o Caspian Networks
Street, Apt. No., or PO Box No.
170 Baytech Dr.
City, State, ZIP+4
San Jose, CA 95134-2302
PS Form 3800, May 2000 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Vishnu Natchu
Caspian Networks
170 Baytech Drive
San Jose, CA 95134-2302

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X

☐ Agent

☐ Addressee

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

70001530000099189107

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

MARY M. BENSEL
Paralegal
Direct Dial: 214.939.8657
mbensel@godwingruber.com

Attorneys
A Professional Corporation
Renaissance Tower
1201 Elm Street, Suite 1700
Dallas, Texas 75270
214.939.4400
214.760.7332 Fax

June 22, 2002

godwingruber.com

Mr. Vishnu Natchu
Caspian Networks
170 Baytech Drive
San Jose, California 95134-2302

VIA CERTIFIED MAIL NO. 70001530000099189107

Re: Patent Application for "Methods and System for Data Packet Filtering Using Tree-Like Hierarchy"
Serial No.: 10/028,473
Filing Date: December 28, 2001
Our File No. 50001.2070

Dear Mr. Natchu:

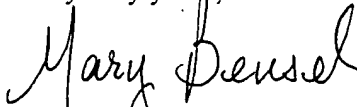
Enclosed please find copies of the patent application referenced above. This application was filed with the U.S. Patent and Trademark Office on January 2, 2002. This copy is provided for your review. Also enclosed are the following documents, which have been prepared for your signature in connection with the filing of this application:

1. Declaration and Power of Attorney; and
2. Assignment.

Please sign the enclosed documents where tabbed. Also enclosed is a return, postage-paid envelope to expedite the return of the signed documents to us. As you may recall from my email to you of June 13, 2002, it is important that we hear from you soon as possible so that we may make arrangements to timely file the necessary paperwork to complete the recordation of this application with the U.S. Patent and Trademark Office. The enclosed documents are a necessary part of that paperwork. Therefore, we would appreciate hearing back from you as soon as possible.

Please contact me if you have questions or comments, or if we may assist you in any way to complete the enclosed. Thank you for your assistance and cooperation in this matter.

Very truly yours,


Mary Bense

mb

Enclosures

cc: Mr. John Han, Ericsson Inc.

ASSIGNMENT

WHEREAS, I, the undersigned inventor (or one of the undersigned joint inventors), of residence as listed, having invented certain new and useful improvements as below entitled, for which application for United States Letters Patent is made, the said application having been executed on the date set forth below; and

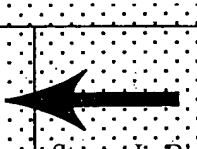
WHEREAS, ERICSSON INC., a corporation organized and existing under the laws of the State of Delaware, with its principal office at 740 East Campbell Road, Richardson, Texas 75081, is desirous of acquiring my entire right, title and interest in and to the said invention, and to the said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell and assign to the said ERICSSON INC., its successors and assigns, my entire right, title and interest in and to the said invention and in to the said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, and extensions thereof; and I hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patent resulting therefrom, insofar as my interest is concerned, to the said ERICSSON INC., as assignee of my entire right, title and interest.

I also hereby sell and assign to ERICSSON INC., its successors and assigns, my foreign rights to the invention disclosed in said application, in all countries of the world, including the right to file applications and obtain patents under the terms of the International Convention for the Protection of Industrial Property, and of the European Patent Convention, and further agree to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights.

I hereby further agree that I will communicate to said ERICSSON INC., or to its successors, assigns, and legal representatives, any facts known to me respecting said invention, and at the expense of said assignee company, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue and substitute applications, make all lawful oaths, and generally do everything possible to aid said ERICSSON INC., its successors, assigns and nominees to obtain and enforce proper patent protection for said invention in all countries.

IN WITNESS WHEREOF, I hereunto set hand and seal this day and year;

TITLE OF INVENTION	METHODS AND SYSTEM FOR DATA PACKET FILTERING USING TREE-LIKE HIERARCHY		
SIGNATURE OF INVENTOR AND NAME	Peter R. Denz	Vishnu Natchu	 Steven L. Blake
DATE			
RESIDENCE (City, County, State)	Cary, Wake, North Carolina		Cary, Wake, North Carolina
DATE APPLICATION EXECUTED			

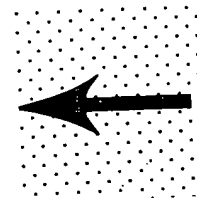
After recording return Assignment to:

Godwin Gruber, P.C.
Renaissance Tower
1201 Elm Street, Suite 1700
Dallas, Texas 75270-2084

State of _____ §
County of _____ §

This Assignment was acknowledged before me on the _____ day of _____, 2002, by
Vishnu Natchu.

Given under my hand and official seal.



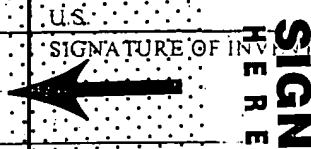
Notary Public

My Commission Expires _____

APPLICATION FOR UNITED STATES PATENT
DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I declare that my residence, post office address and citizenship are as stated below next to my name; that I verily believe that I am the original, first and sole inventor if only one name is listed below, or an original, first and joint inventor if plural inventors are named below, of the subject matter which is claimed and for which a patent is sought on the invention entitled as set forth below, which is described in the attached specification; that I have reviewed and understand the contents of the specification, including the claims, as amended by any amendment specifically referred to in the oath or declaration; that no application for patent or inventor's certificate on this invention has been filed by me or my legal representatives or assigns in any country foreign to the United States of America; and that I acknowledge my duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, section 1.56(a);

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

TITLE OF INVENTION: <p style="text-align: center;">METHODS AND SYSTEM FOR DATA PACKET FILTERING USING TREE-LIKE HIERARCHY</p>		
POWER OF ATTORNEY: I HEREBY APPOINT THE FOLLOWING ATTORNEYS TO PROSECUTE THIS APPLICATION AND TRANSACT ALL BUSINESS IN THE PATENT AND TRADEMARK OFFICE CONNECTED THEREWITH <div style="display: flex; justify-content: space-between;"> Arthur I. Navarro, Reg. No. 40,744 Gary C. Honeycutt, Reg. No. 20,250 Michael T. Konczal, Reg. No. 45,475 </div>		
SEND CORRESPONDENCE TO: Arthur I. Navarro Godwin Gruber, P.C. 801 E. Campbell Rd., Suite 655 Richardson, Texas 75081		DIRECT TELEPHONE CALLS TO: Arthur I. Navarro (972) 331-1300
NAME OF INVENTOR: (1) Peter R. Denz	NAME OF INVENTOR: (2) Vishnu Natchu	NAME OF INVENTOR: (3) Steven L. Blake
RESIDENCE (City and State Only) Cary, North Carolina	RESIDENCE	RESIDENCE (City and State Only) Cary, North Carolina
POST OFFICE ADDRESS 1409 Rock Creek Lane Cary, North Carolina 27511	POST OFFICE ADDRESS	POST OFFICE ADDRESS 107 Escher Lane Cary, North Carolina 27511
COUNTRY OF CITIZENSHIP: U.S.	COUNTRY OF CITIZENSHIP:	COUNTRY OF CITIZENSHIP: U.S.
SIGNATURE OF INVENTOR:	SIGNATURE OF INVENTOR:	SIGNATURE OF INVENTOR: <div style="text-align: center;">  </div>
DATE:	DATE:	DATE:

EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

In consideration of, and as a condition of my employment with Torrent Networking Technologies, Corp., a Delaware corporation (the "*Company*"), I hereby represent to, and agree with the Company as follows:

1. Purpose of Agreement. I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined below), its rights in Inventions and in all related intellectual property rights. Accordingly, I am entering into this Agreement as a condition of my employment with the Company, whether or not I am expected to create inventions of value for the Company.

2. Disclosure of Inventions. I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("*Inventions*") that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not such Inventions are patentable, copyrightable or protectible as trade secrets.

3. Work for Hire; Assignment of Inventions. I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result from work performed by me for the Company, or (c) relate to the Company's business or current or anticipated research and development, will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company.

4. Assignment of Other Rights. In addition to the foregoing assignment of Inventions to the Company, I hereby irrevocably transfer and assign to the Company: (a) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Invention; and (b) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Invention. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Invention, even after termination of my work on behalf of the Company. "*Moral Rights*" mean any rights to claim authorship of an Invention to object to or prevent the modification of any Invention, or to withdraw from circulation or control the publication or distribution of any Invention, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right".

5. Assistance. I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. I appoint the Secretary of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

6. Proprietary Information. I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence ("*Proprietary Information*"). Such Proprietary Information includes but is not limited to Inventions, marketing plans, product plans, business strategies, financial information, forecasts, personnel information and customer lists.

7. Confidentiality. At all times, both during my employment and after its termination, I will keep and hold all such Proprietary Information in strict confidence and trust, and I will not use or disclose any of such Proprietary Information without the prior written consent of the Company, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Upon termination of my employment with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my work with the Company and I will not take with me any documents or materials or copies thereof containing any Proprietary Information.

8. No Breach of Prior Agreement. I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information or similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials or intangibles of a former employer that are not generally available to the public or have not been legally transferred to the Company.

9. Duty Not to Compete. I understand that my employment with the Company requires my undivided attention and effort. As a result, during my employment, I will not, without the Company's express written consent, engage in any employment or business other than for the Company, or invest in or assist in any manner any business which directly or indirectly competes with the business or future business plans of the Company.

10. Notification. I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

11. **Non-Solicitation.** During, and for a period of one (1) year after termination of, my employment with the Company, I will not directly or indirectly solicit or take away suppliers, customers, employees or consultants of the Company for my own benefit or for the benefit of any other party.

12. **Name & Likeness Rights, Etc.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video and digital or other electronic media), both during and after my employment, for whatever purposes the Company deems necessary.

13. **Injunctive Relief.** I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

14. **Governing Law: Severability.** This Agreement will be governed and interpreted in accordance with the internal laws of the State of Maryland, without regard to or application of choice of law rules or principles. In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.

15. **No Duty to Employ: "At Will" Employment.** I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. I understand that I am an "at will" employee of the Company and that my employment can be terminated at any time, for any reason or for no reason, by either the Company or myself. This Agreement shall be effective as of the first day of my employment by the Company, namely: 1 MARCH, 1999.

Company:

By: [Signature]

Name: JOHN F. BRUNO

Title: VP Finance

Employee:

[Signature]
Signature

VISHNU NATCHU
Name (Please print)